

THE CASE

1659

Of Sir *Thomas Longueville*, Son and Heir of Sir *Edward Longueville* Baronet, deceased, and Dame *Mary* his Wife, the Widow of Sir *Andrew Young*, deceased, and one of the Daughters and Co-heirs of Sir *William Fenwick* Knight; both whose Estates were sold by the late *Usurped Powers*, for their Loyalty and Adherance to his late MAJESTY, of Blessed Memory; and they banished the KINGDOM E.

IN Michaelmas Term 1659. Upon a Treaty had between the said Sir *Edward* and Dame *Margaret* his Wife; Concerning a Marriage to be had between their said Son, and the said Lady *Young*: and in consideration of 7000*l.* portion to be payd, or secured by the said Lady *Young*. It was agreed, that in case the sayd Marriage took effect, that so much of the Mannor of *Wolverton* in the County of *Bucks*, as amounted to 1600*l. per annum* should be settled upon their sayd Son and Lady, for present maintenance; and likewise 1200*l.* thereof upon the sayd Lady for Joynture: and after several other Limitations and Remainders, that the sayd Mannor of *Wolverton*, and the Mannor of *Billing* in the County of *Northampton*, should be settled on the sayd Sir *Thomas*, and his Heirs Males in Tail, with several other Remainders in Tail.

That the sayd Agreement was reduced into writing and Deeds of settlement thereupon accordingly drawn and ingrossed, and approved of by the sayd Sir *Edward*, and Dame *Margaret*, and promised by them to be sealed and executed. But before the same were done, the said Sir *Edward* and his Lady finding that their sayd Son had gained an Interest in the sayd Ladies Affection; pressed and urged their sayd Son to a present Marriage with the sayd Lady *Young*,: not suspecting but that they would have performed the sayd Agreement, and Sealed and executed the sayd Settlements, She accordingly did inter-marry with their sayd Son.

That shortly after the said Lady *Young*, pressing by her self and Friends, for a perfecting of the sayd Agreement and Settlements; the sayd Sir *Edward*, who at the time of the sayd Treaty and long before, was a very sickly and infirm person of body, and seldom medled with any of his Affairs, but left and committed the sole care and management thereof to the sayd Dame *Margaret* his wife, to whom he gave authority to act and do therein as fully as himself: Being pressed by the Infligation of the sayd Dame *Margaret* his wife, and they both knowing of the sayd Marriage, did refuse to perform the said Agreement, or execute the sayd Settlements, although it was offered on the said Lady *Youngs* behalf, that there should be 7000*l.* raised and payd out of her Estate to the sayd Sir *Edward* and his sayd wife, according to the sayd Agreement.

That at the time of the said Treaty and Agreement, a particular of the said debts was given in, and the Estate of the said Sir *Edward* was affirmed to be onely lyable to 7500*l.* Incumbrance and no more, for which, or the greatest part, their sayd Son was obliged with his said Father, (which the said Lady *Youngs* 7000*l.* was to discharge and free their sayd Son and the Estate.) But after the said Marriage it appeared the said Mannor and Premises, so agreed to be settled, were many years before mortgaged; upon which there was 7000*l.* and upwards demanded, with other Mortgages, Judgements, and Securities, to the value of about 12000*l.* principall debt and interest, not given in the said particular: besides a Bond of 4000*l.* demanded from Sir *Thomas*, to be privately given to the said Dame *Margaret* for her own use.

That Sir *Edward* died about August 1661. without performing the said Agreement, and not long before his death, in such his said sickness and weakness, at the Importunity of the said Dame *Margaret*, and by her Contrivance to frustrate the performance of the said Marriage Agreement, and to get all the Estate to be at her disposition, hath made a Lease of the said Mannors (being all the Estate she hath left unfold) to the Right Honourable *Edward Marquess of Worcester*, *Edward Gray* Esquire, and Sir *Thomas Thynne* Knight for 99. years, for the use of the said Dame *Margaret* for her life, or to such use for the said term; either for rayfing portions for the younger Children, or for payment of the debts of the said Sir *Edward*, or to such of the said Children or Grand-children, as she the said Dame *Margaret* shall appoint; And the said Dame *Margaret* since Sir *Edwards* death, hath expretted and declared that the said Sir *Thomas* shall not have a foot thereof for the term of the Lease.

That since the death of the said Sir *Edward*, the said Sir *Thomas* his Son, in his own right, as next Heir to his Father, and in right of the said Marriage Agreement, and with intention to pay the debts of his said Father, and so discharge his own engagements for the same, and rayfing of portions for the younger Children, hath peaceably entred into, and is in the possession of the said Mannors of *Wolverton* and *Billing*.

That the said Collonel *Gray* by colour of the said Lease, and trnst for the said Dame *Margaret* (though the said Lease being subsequent to the said Marriage Agreement, and the said Dame *Margaret* a party thereto; the same oughr in equity and Justice as against the said Agreement to be set aside) doth not onely refuse to joyn in perfecting the said marriage Agreement; and to suffer the same to be enjoyed accordingly; but hath demanded the Possession thereof. And the said Collonell *Gray* as a Member of Parliament (though he be but a Trustee in the said Lease, and can claime nothing to his own use, nor ever was in possession thereof or any from or under him: yet doth insist upon his priviledge, and hath moved the House and obtained an Order for the Serjeant at Arms to fetch up the said Sir *Thomas Longueville* and his Lady, and their whole family, and several others not concerned in the possession, to the house of PARLIAMENT.

That the said Lady *Margaret Longueville* having received all the Rents due at and since the Death of the said Sir *Edward*, and all the Personall Estate, hath converted the same to her own use, and hath not paid therewith any part of the debts; nor hath the said Sir *Thomas* or his Lady had one farthing allowance, either from the said Sir *Edward* or Dame *Margaret*, towards the present maintenance of them and their Child or Children, since the said Marriage: But the sayd Dame *Margaret* notwithstanding the said Sir *Thomas* never committed any undutiful Act either to his said father or her, endeavoureth to run away with the whole Estate, being about 20000*l. per annum*. And to avoid a Marriage Agreement and settlement thereupon, agreed and intended for the continuance of Lands in the Name and Family, and to leave onely the Title of Baronet without a foot of Land therewith; besides neer 8000*l.* for which Sir *Thomas* by Judgement and other securities is bound with for his Father, and not the least security out of the Estate to indemnifie him.